

***MEMORANDUM OF UNDERSTANDING***

***between***

***THE BALTIMORE CITY POLICE DEPARTMENT***

***and the***

***BALTIMORE CITY LODGE NO. 3,  
FRATERNAL ORDER OF POLICE, INC.  
UNIT II***

***POLICE SERGEANTS and POLICE LIEUTENANTS***

***FISCAL YEARS 2005-2007***

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## **NO LAYOFF CLAUSE**

**MEMORANDUM OF UNDERSTANDING  
BALTIMORE CITY POLICE DEPARTMENT AND BALTIMORE CITY LODGE NO. 3,  
FRATERNAL ORDER OF POLICE, UNIT II**

***DECLARATION OF PRINCIPLE, POLICIES, AND PURPOSES***

It is the intent and purpose of the Baltimore City Lodge No. 3, Fraternal Order of Police, Inc. ("Lodge") and the Baltimore City Police Department ("Employer" or "Department") to promote and improve the efficiency of the operations of the City of Baltimore and the Baltimore Police Department. In order to render the most efficient public service to the citizens of the City, the Lodge and Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee relations in the public service requires a clear statement of wages, hours and working conditions and of the respective rights and obligations of labor and management and requires a mechanism for the peaceful and equitable resolution of differences which may arise. For these purposes the parties enter into this Memorandum of Understanding ("Memorandum").

**ARTICLE 1  
RECOGNITION**

Pursuant to the provisions of the Municipal Employee Relations Ordinance, Article 1, Sections 119-137 of the Baltimore City Code (1983 Replacement Volume, as amended) and the Code of Public Local Laws of Baltimore City, Section 16-8A, the Employer recognizes Baltimore City Lodge No. 3, Fraternal Order of Police, Inc. as the sole and exclusive representative of Unit II, all Sergeants and Lieutenants in the Police Department, with the exception of those employees determined to be confidential by the Labor Commissioner in accordance with the Municipal Employees Relations Ordinance.

**ARTICLE 2  
CHECK-OFF**

The Employer agrees to deduct Lodge dues and service fees from the pay of any eligible employee whom it is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such monies withheld to the Lodge within fourteen (14) days of said deduction. The Employer agrees to supply the Lodge or its designee with a dues and service fee deduction computer printout on a quarterly basis throughout the term of this Memorandum. Said printout shall include each individual's name, address, workplace, annual salary, and amount deducted per pay period. Charges for deducting the cost of Lodge-sponsored programs, if any, shall be in accordance with city-wide policies currently in effect.

Such authorization shall be continued from year to year unless revoked in writing by the employee, thirty (30) days prior to the anniversary date of the authorization.

The Lodge shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of the disposition of the funds deducted under this Article as soon as they have been remitted by the City to the Lodge.

Pursuant to the Municipal Employee Relations Ordinance, no other employee organization, within the meaning of the first sentence of Section 120 (d) of the Ordinance, shall be entitled to check off dues and service fees.

### **ARTICLE 3 LODGE SECURITY**

All eligible employees covered by this Memorandum of Understanding (a) who are employed after July 1, 1984 and elect not to join or remain members of the Lodge or (b) who were employed prior to July 1, 1984 and had previously executed membership or dues authorization cards as members of said Lodge, but hereinafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, pay a service fee to the Lodge in an amount not to exceed the then current Lodge dues in order to defray the costs incurred by the Lodge in the negotiation, administration and implementation of the terms of the Memorandum, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators, in the processing of grievances, and in any and all other proceedings and matters for which the Lodge is the employees' exclusive representative as a result of its certification.

### **ARTICLE 4 MANAGEMENT RIGHTS**

Subject to the provisions of this Memorandum, the Employer shall have all of the rights set forth in Article 1, Section 123 of the Baltimore City Code (1983 Replacement Volume, as amended), Article II, Section 27 of the Baltimore City Charter (1996 Edition) and the Code of Public Local Laws of Baltimore City, Subtitle 16, Police Department, which provisions are incorporated herein by reference.

### **ARTICLE 5 NON-DISCRIMINATION**

The provisions of this Memorandum shall be applied equally to all employees in the bargaining unit for which the Lodge is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation, disability as defined in the Americans With Disabilities Act (ADA), or sexual orientation.

### **ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE**

A. Subject to any limitation of existing law, any grievance, defined in the Municipal Employee Relations Ordinance at Section 120 (f) as a dispute concerning the application or interpretation of the terms of this Memorandum of Understanding or a claimed violation, misrepresentation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment, may be settled in the following manner:

#### **STEP 1:**

A grievance may be initially filed orally with the aggrieved employee's immediate

supervisor within thirty (30) calendar days from the event or when the aggrieved employee should have reasonably known of the grievance. The designated Lodge Representative may represent the employee in presenting the grievance. The parties shall attempt to resolve the grievance informally. Consultation with second level supervision is permissible provided all parties agree.

#### **STEP 2:**

If not resolved at Step 1, the grievance shall be filed in writing with the District, Section, or Unit Commander. (The "Sections" or "Units" referred to in this paragraph are the Police Commissioner's Staff, Divisions, and Sections; the Staff, Sections, and Units of the Deputy Commissioners, and the Sections within the Criminal Investigation, Patrol, Support Services, Information Technology, and the Human Resources Divisions. The writing shall state generally the substance of the grievance and identify the aggrieved employee. The parties shall meet within seven (7) days of the filing of the grievance at this step to discuss its substance. The District or Unit Commander shall give his decision in writing within seven (7) working days after the aforesaid meeting.

#### **STEP 3:**

If not resolved at Step 2, the grievance may be presented to the relevant Division Chief (Patrol, Human Resources, Support Services, Criminal Investigation, Information Technology, and Internal Affairs Divisions), who shall meet with the designated Lodge Representative and the aggrieved party within ten (10) working days after the grievance has been denied, and shall give his answer in writing within ten (10) working days of this meeting.

#### **Special Provision - STEP 3:**

Within thirty (30) days of an alleged grievance, the Lodge is authorized to present said grievance at this step if the grievance affects a significant number of employees in more than one (1) District, Section or Unit. Should this provision be used, the affected Division Chief will meet with the Lodge Representative(s) within ten (10) working days of the filing of said grievance and will provide, in writing, an answer within fourteen (14) days following the aforementioned meeting.

#### **STEP 4:**

If the grievance is not resolved at Step 3, the grievance may be presented to the Police Commissioner or designee who shall meet with the designated Lodge Representative(s) within ten (10) working days of the denial and shall give his response within fourteen (14) working days of the meeting.

#### **STEP 5:**

If a grievance has not been satisfactorily resolved at Step 4, the Lodge may, within ten (10) working days of the completion of Step 4, initiate arbitration by written notice to the Police Commissioner and the Labor Commissioner of the Lodge's decision to arbitrate.

- (a) Within five (5) working days after receipt of the notice, the parties shall attempt to agree upon an arbitrator. If such attempts fail, within ten (10)



working days after receipt of a panel of seven (7) names obtained from the Federal Mediation and Conciliation Service upon the request of either party, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator.

- (b) Briefs shall be filed only if the arbitrator determines they are necessary.
- (c) The arbitrator's decision shall be final and binding on all parties.
- (d) The Employer cannot present a grievance to the arbitration step.
- (e) The cost of any arbitration proceedings under this Memorandum shall be equally divided between the Department and the Lodge.
- (f) Saturdays, Sundays and legal holidays shall not be counted in computing time limits.

B. The Lodge shall be the exclusive representative in all grievance matters, except that an employee may represent himself as provided in Section 124 (c) of the Municipal Employee Relations Ordinance, and except that if a grievance has not been resolved in Step 1, an aggrieved employee may request, upon notice in writing within five (5) calendar days after conclusion of Step 1, that the grievance be submitted to the Personnel Service Board in accordance with the provisions of Section 16 of the Code of Public Laws of Baltimore City. If the employee makes such a request, he shall be deemed to have waived his right to have his grievance processed through Steps 2-4 hereof. Section 124 (c) of the Municipal Employee Relations Ordinance shall apply to any adjustment of an employee's grievance by the Department or the Personnel Service Board pursuant to this paragraph.

C. All grievances in writing shall be filed on a form developed jointly by both parties. The grieving party shall retain a copy of the grievance form submitted.

D. It is agreed that the arbitrator is not empowered to hear, reverse, remand, set aside or in any way modify a judgment in a disciplinary proceeding. Such judgment shall continue to be appealable only in accordance with the procedures set forth in the Law Enforcement Officers' Bill of Rights.

## **ARTICLE 7**

### **LODGE REPRESENTATIVES**

A. The Lodge may appoint representatives in the Department as follows:

- One (1) in each District
- One (1) in the Special Operations Section
- One (1) in the Criminal Investigation Division
- One (1) in the Human Resources Division
- One (1) in the Support Services Division
- One (1) in the Information Technology Division
- One (1) Member at Large

B. A written list of Lodge Representatives shall be furnished to the Department immediately after their designation and the Lodge shall notify the Department promptly of

any change of such representatives.

C. After appropriate notice to his Commanding Officer, a Lodge Representative shall be granted reasonable time off during working hours with pay when he is engaged in processing (investigating and presenting) a grievance under Article 6 of this Memorandum, and where it will not interfere with the operations of the Department.

## **ARTICLE 8**

### **VACATIONS, HOLIDAYS, DAYS OFF AND SPECIAL LEAVE**

A. Whenever members of the bargaining unit are required to work on any day they are entitled to observe as a legal holiday as designated by departmental directive, they shall be granted a day in lieu thereof within forty-five (45) days before or after such holiday, unless provisions of Article 8, Section I.3 apply.

B. Holiday Leave is not subject to accrual or accumulation.

C. The above provisions also apply to members whose regularly scheduled H days coincide with designated holidays.

D. Effective July 1, 2000 and thereafter, employees who work on the actual day for Thanksgiving, Christmas and/or New Year's shall be paid an additional four (4) hours' compensation.

E. Effective July 1, 1991, all employees shall be granted two (2) Personal Leave days per annum. Employees hired after July 1, 1991 shall be eligible for the benefit on the next succeeding July 1st subsequent to their being hired. Personal Leave days must be taken, or else forfeited, within three (3) months after the close of the fiscal year, unless the Department has denied, for operational reasons, all of an employee's requests and the employee has made a reasonable number of requests during the period he or she was eligible to take the leave day(s). In the latter event, the employee shall be paid for the unused Personal Leave day(s) at straight time.

#### **F. DEFINITIONS**

Leave, for the purposes of this Article, is defined as:

1. Vacation Leave (V days)
2. Holiday Leave (P days)
3. Personal Leave (PL days)
4. Regular Scheduled Days Off (H days)

#### **G. REQUEST FOR LEAVE**

1. When members request Vacation Leave at the beginning of the calendar year, they must also designate H days and request Personal Leave (PL days) and Holiday Leave (P days) to be taken in conjunction with the planned vacation. All leave requests (including Vacation Leave requests) shall not unreasonably be denied. Leave requests submitted prior to January 31 shall be granted on the basis of seniority within rank. After January 31, leave requests shall be granted on first come, first served basis.

2. A member's request for Vacation, Holiday or Personal Leave, submitted after January 31 of any year, shall be approved or disapproved within ten (10) days of submission by the member's immediate supervisor or by the person filling that position during the supervisor's absence.

#### H. VACATION LEAVE (V DAYS)

1. Vacation Leave, one or more days, scheduled and approved prior to January 31 shall be cancelled only in the event of an extreme emergency declared by the Police Commissioner or the Commissioner's designee or when otherwise directed by the Police Commissioner.

These criteria shall also be followed for any other type of leave (P, PL, and H days) which is obviously scheduled in conjunction with Vacation Leave.

2. Regardless of date scheduled and approved, a vacation leave period in a block of five (5) or more days (consisting of a minimum of three (3) Vacation days, not more than two (2) P or PL days, and excluding H days used to achieve said block) shall be cancelled only in the event of an extreme emergency declared by the Police Commissioner or the Commissioner's designee or when otherwise directed by the Police Commissioner. This shall also apply to any H days taken in conjunction with the vacation period.
3. It is not the intent of Section H.2 to preclude a member from making a vacation period using more than two (2) P or PL days. However, this type of vacation period would not receive the same protection against cancellation as that described in Section H.2.
4. The Vacation Leave accumulation bank for collective bargaining unit members is one-hundred and ninety-two days including any previously accrued K days through June 30, 2000. Notwithstanding any provision to the contrary, under no circumstances shall any days be accrued beyond 192 for any reason.

#### I. PERSONAL LEAVE (PL DAYS) AND HOLIDAY LEAVE (P DAYS)

1. Personal Leave (PL days) and Holiday Leave (P days) submitted and approved and not meeting the criteria set forth in Section H.2 may be cancelled only for operational reasons after the member has been given a minimum of ten (10) days' notice.
2. Notice given of less than ten (10) days shall entitle the member to an additional four (4) hours' compensation at his or her regular rate of pay. In addition, the member shall receive the day back.
3. If a Holiday Leave day (P day) is cancelled, the member shall be permitted to utilize this day within the remaining time period, as set forth in Article 8, Section A, or within forty-five (45) days, whichever period is greater.
4. If a Personal Leave day (PL day) is cancelled, the member shall continue to enjoy the provisions of Article 8, Section E.

5. In the event two (2) or more members have scheduled and approved Holiday Leave on the same day and it becomes necessary to cancel said leave, the last requested leave shall be the first cancelled, unless the members agree otherwise.
6. When Holiday Leave cannot, for operational reasons, be granted within the specified period, the District/Unit Commander may, at his discretion, approve either an exception to the time restriction or authorize payment for the holiday at the member's specified overtime rate.

J. SCHEDULED DAYS OFF (H DAYS)

1. A member shall be given a minimum of ten (10) days' notice of any change in his or her Regular Scheduled Days Off (H days) which are not being taken in conjunction with an approved vacation as provided in Sections G.1 and H.2 of this Article.
2. Notice given of less than ten (10) days shall entitle the member to an additional four (4) hours' compensation at his or her regular rate of pay. In addition, the member shall receive the day back. The member shall schedule the substitute day off within the same work period, governed by manpower constraints. If the member is unable to reschedule the substitute day off within the same work period, he or she shall be compensated at 1.0 times his or her regular rate of pay for the day forfeited.
3. A member retains the option to request a change in his or her regularly scheduled H days within the twenty-eight (28) day work period. The request may be granted by his or her immediate supervisor. In that circumstance, the above provisions of this Section shall not apply.

K. SCHEDULED DAYS CHANGED OR CANCELLED

A member's scheduled days off or approved leave shall not be changed or cancelled solely for the purpose of avoiding the payment of overtime, over the objection of the member. This provision shall not apply if such day is cancelled for operational reasons.

L. TRANSFERS, REASSIGNMENTS, PROMOTIONS

Changes or cancellation of leave as covered in Sections H, I and J shall not apply in cases of voluntary transfers, voluntary reassignments, promotions or disciplinary actions. Involuntary transfers and involuntary reassignments are covered by Sections H, I and J of this Article.

M. LEAVE ORDER OF PRIORITY

When it becomes necessary, for operational reasons, to deprive someone of previously scheduled and/or approved leave, the following order of priority for cancellation shall be adhered to:

1. PL day - Personal Leave

2. P day - Holiday Leave
3. H day - Regular Scheduled Day Off
4. V day - Vacation Leave

N. BEREAVEMENT LEAVE

An employee shall be granted four (4) consecutive work days of leave of absence with pay for the death of a member of the employee's immediate family. The immediate family includes: Mother, Father, Sister, Brother, Spouse, registered domestic partner (as defined by the Baltimore City Code, provided the name of the domestic partner is filed on record with the Baltimore City Department of Personnel in advance), Child, Grandparent, Grandchild, Mother-in-law, Father-in-law, step or half-blood relatives, or any relative residing in the same household as the employee. These four (4) days of leave will be granted beginning either on the day of death or the work day immediately following the day of death, at the employee's request. In the event that funeral arrangements are delayed because of out-of-town travel or other extenuating circumstances, the four (4) consecutive work-day requirement shall be waived. The employee shall also be granted four (4) consecutive work days of leave with pay in the event of a stillborn birth.

One (1) day's leave of absence will be authorized for the death of the employee's Aunt or Uncle. This one (1) day leave of absence must be taken within four (4) calendar days of the date of death.

O. Paternity Leave

Each member of the Unit shall be eligible to schedule two weeks paid vacation or other leave days for which the member is eligible commencing with the birth of the member's child residing in the member's residence provided the member is eligible for vacation, or other leave days prior to their use. Time off granted in accordance with this provision will be considered leave days pursuant to the Agency's Family and Medical Leave Act (FMLA) leave policy. This leave will not be unreasonably denied.

P. Donation Leave

Subject to approval by the member's Commanding Officer, a member with banked vacation days may transfer up to two (2) vacation days per calendar year to another Unit member (donee) who is experiencing a personal hardship, providing the following conditions are met:

- a) The donee has exhausted all of his/her accrued leave including Vacation, Personal Leave, K-Days (while applicable) and Medical Incentive Days.
- b) The transfer of vacation days pursuant to this program are strictly donations. Vacation days may not be transferred in exchange for cash or other remuneration.
- c) The donee must be experiencing a hardship for which the transfer of days provides relief.
- d) All days transferred pursuant to this provision are irrevocable transfers.
- e) A donee may receive no more than 30 transferred days in any one calendar year.

- f) Use of donated days by members on suspension or termination is not authorized.

Notwithstanding the above provisions, the Police Commissioner will exercise sole authority as to the continuance of this program and may terminate this program upon 30 days written notice to the bargaining unit and any affected personnel.

Q. Payment for Unused Leave

Upon resignation, termination of employment or retirement from the Department, members shall be paid in full for any accumulated vacation and personal leave at their regular rate of pay.

**ARTICLE 9  
SAFETY**

The Employer and the Lodge will cooperate in the enforcement of safety. Any concerns or suggestions regarding safety may be directed to the Joint Labor-Management Liaison Committee.

**ARTICLE 10  
HEALTH AND WELFARE**

A. The existing terms and conditions of the health and welfare plans shall remain in effect through December 31, 2005. Effective January 1, 2006, members shall pay 20% of the premium for all Blue Cross/Blue Shield health and welfare plans (PPN and Traditional Plans). The terms of the PPN Plan are set forth in Addendum A. The amount which members shall pay toward the monthly premium (*i.e.* 20%) and the co-pays and other provisions set forth in Addendum A shall remain in effect through June 30, 2007.

B. Members may elect a Health Maintenance Organization alternative to Blue Cross/Blue Shield for which there shall be no monthly premium co-pay, July 1, 2004 through June 30, 2005. Effective January 1, 2006, members electing to participate in a Health Maintenance Organization shall pay 10% of the premium.

C. During the term of this Memorandum, the Department will continue in effect the stress management program providing services related thereto at no or nominal cost for employees and family members affected by the employees' job-related stress problems; except that if the provider contract is put up for bids, the bid specifications will be subject to the approval of both the Lodge and the Department prior to their submission to the Bureau of Purchases or Board of Estimates. In the event the Lodge or the Department is dissatisfied with the selection of the provider or the content of the specifications promulgated by the Board of Estimates, the Lodge and the Department shall jointly appeal to the Board of Estimates.

D. The waiver form will continue to limit the waiver disclosure of the doctor's opinion and such facts as shall, in his professional judgment, be necessary to comport with

professional standards while protecting the patient's privacy.

E The face value of the death benefit for active employees shall be equivalent to the employee's annual salary at time of death. The retiree death benefit is \$7,000.

F WAIVER OF GENERIC DRUG REQUIREMENT

The Employer agrees to provide the Lodge with copies of the proposed bidding specifications for the City's prescription drug program providers for the Lodge's review and comment. The parties will meet and confer with a view to reaching an agreement over a workable provision that would enable participants to obtain proprietary drugs under the program, when expressly prescribed by the treating physician as medically necessary.

G. SECTION 125 PLAN

The Employer will continue to administer the Section 125 Plan whereby the employees' contributions to health care, vision, and prescription programs would be excluded from Federal and State taxes.

H. The Employer shall remit an annual payment of \$650 (to be paid bi-weekly) to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce, loss of employment or deletion of benefits (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City Health Care Plan and consequently relinquish the waiver payment. The employee must notify the City's Employee Benefits Division within thirty (30) days after a qualifying event occurs in order to enroll in a City Health Care Plan. The Employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.

I. An employee shall be entitled to a Hospital Bill Audit Gainsharing payment of 33<sup>1/3</sup>% of an overpayment (or other billing error resulting in an overpayment to the health care provider), up to a maximum of \$500 to the employee for each incident. In order to qualify for the Gainsharing payment, the employee must: (a) identify an overpayment of more than \$250 (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent and (b) notify the City's Employee Benefits Division of the error within thirty (30) days after receipt of an Explanation of Benefits from the Health Plan. Payment shall be due and made only if the error is verified and the amount overpaid actually is recovered to the City's benefit.

J. The City will provide continued health care coverage at active employee rates for benefit-eligible survivors (spouses and eligible dependents) of those members who were enrolled in City health care plans and were killed in the line of duty at any time prior to or subsequent to January 1, 1995. If survivors or enrolled dependents become eligible for Medicare, they must enroll in the City retiree health care plan for coverage.

K. Effective July 1, 1997, unmarried dependents who are full-time students shall be

covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or to the end of the year they cease being full-time students, whichever occurs first. Verification of enrollment must be provided in accordance with the rules and regulations of the Employee Benefits Division.

L. Optical Plan

Effective January 1, 1999, optical plan benefits shall apply to current and future retirees, widows, and dependents. The plan shall include an eye exam every twenty-four months and prescription glasses, if needed.

**ARTICLE 11  
OVERTIME AND HOURS OF WORK**

A. During the term of this Agreement, the Department shall follow its existing practice (*i.e.*, the practice in effect as of June 30, 2003) with respect to the payment of overtime to all Unit II members. The Department shall also comply with the Joint Motion for Approval of Settlement between the parties which was approved by the Court and shall retain the right under that agreement to assert exemptions by providing ninety (days) notice to the Union.

B. The Employer shall not vary or rearrange a member's scheduled tour of duty hours to avoid the payment of overtime when hours of overtime are previously worked unless agreed to at the sole option of the member.

**ARTICLE 12  
COMPENSATION**

A. FY 2004 COMPENSATION

1. Effective January 1, 2005, employees shall receive a salary increase of 3.00% as reflected in the Addendum B-1 (Salary Schedule) of this Memorandum.

2. Effective January 1, 2006, employees shall receive a salary increase of 3.00% as reflected in Addendum B-2 (Salary Schedule) of this Memorandum.

3. Effective January 1, 2007, employees shall receive a salary increase of 3.00% as reflected in Addendum B-3 (Salary Schedule) of this Memorandum.

B. Effective July 1, 2000 and in the subsequent fiscal years respectively, progression within the rank of Police Sergeant and Police Lieutenant shall be as set out in Addenda B-1, B-2, B-3 Salary Schedule. This progressive schedule supercedes all other salary scales and longevity pay provisions set out in prior agreements. Transition from the former pay schedule to the new salary schedule shall be in accordance with the transition rules established by the Department of Personnel.

C. PAYMENT DATES



All remuneration due to or elected by an employee shall be based on the date on which the employee's anniversary or promotion date falls within the pay period. In the event that the employee's anniversary or promotion date falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the anniversary or promotion date falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period.

D. The City will pay all remuneration due to or elected by an employee as provided in Paragraph C above. The parties agree that the failure to effect a pay adjustment on time is a violation of this Memorandum, subject to the grievance procedure herein. The City agrees to rectify the error as soon as possible.

#### E. SHIFT DIFFERENTIAL

All employees covered by this Memorandum are entitled to pay at their scheduled rate plus a differential of \$.35 per hour if assigned to a tour where the majority of their work hours occur between 10 p.m. and 6 a.m., or \$.30 per hour if assigned to a tour where the majority of their work hours occur between 2 p.m. and 10 p.m.

### **ARTICLE 13**

#### **SECONDARY EMPLOYMENT**

A. A member may work in approved secondary employment not to exceed thirty-two (32) hours per week. No more than twenty (20) of those hours shall be worked in assignments outside those administered by the Overtime Unit unless the remaining 12 hours of City Secondary are not available, in which case the member may work up to the 32 hour limit without restriction. The Police Commissioner may authorize other approved secondary not subject to the twenty (20) hour limit such as hotels, hospitals, and schools.

During a week where the member is off five (5) or more leave days, other than medical leave, a member shall not work more than forty (40) hours of approved secondary employment.

B. Members who are required to be armed as a condition of secondary employment outside Baltimore City and who take enforcement action related to said secondary employment using a firearm that does not comply with General Order 0-4 shall not be considered as acting in the line of duty as Baltimore Police Officers and, therefore, shall not be disciplined for taking such action.

C. A member may be armed with an authorized handgun while engaged in secondary employment outside Baltimore City. Within Baltimore City, a member may not be armed with a sidearm other than a handgun authorized by the Department and shall be authorized to wear the uniform while engaged in secondary employment, subject to the conditions provided in a letter from the Police Commissioner to the President of the Lodge dated November 29, 2004, that appears as Addendum C (Secondary Employment) to this Memorandum.

D. Consistent with current policy governing conflict of interest and unauthorized occupational areas, secondary employment will not be prohibited. Authorized secondary employment will not be suspended or revoked for disciplinary reasons.

E. The Employer will, to the extent practicable, offer assignments to City secondary employment and scheduled overtime on a rotating basis and will allocate available opportunities equitably and fairly among employees in the unit. To that end, when particular skills are required to perform scheduled overtime on subsidized projects, all available members who have those skills shall be offered the overtime. In addition, members who have reached the 25% overtime cap shall not be foreclosed from working emergency and authorized, scheduled overtime when other volunteers are not available to perform it.

F. Consistent with current policy governing conflict of interest, lawful secondary employment outside of Baltimore City shall be allowed, as long as the following conditions are met:

1. The member is acting as a private citizen, and without exercising the powers and duties of a Baltimore Police Officer;
2. The member does not present Baltimore Police Credentials as his or her authority to carry out the duties required of the secondary employment;
3. The member, except when employed in accident reconstruction or arson investigation, is not acting as a special police officer or private detective; and
4. The member is not operating a private detective, guard and/or watchman agency.

G. Supervisors shall be offered/allowed to work scheduled overtime assignments during baseball games, provided that Lieutenants shall only be assigned to fill positions consistent with the responsibilities of their rank.

#### **ARTICLE 14 COURT TIME**

When a member is required to attend two (2) or more courts on the same day, with a starting time of two (2) or more hours between each court on his regular day off or during non-regularly scheduled working hours, he shall receive a minimum compensation of four (4) hours at time and one-half (1½). In other respects, present court time policy shall continue.

#### **ARTICLE 15 PROTECTION AGAINST LIABILITY**

Protection against liability shall be in keeping with Section 16-13 of the Code of Public Local Laws of Baltimore City.

However, legal counsel will be provided in any civil case when the plaintiff alleges that a member should be held liable for acts alleged to be within the scope of his employment and/or his official capacity. In the event the current contract for providing legal services is terminated, the Lodge and the Department agree to make a joint recommendation to the City Solicitor for specifications for successor counsel. Subject to the fellow-employee exclusion provision and approval of the Board of Estimates, indemnification will also be provided to any member of the unit who is made a defendant

in litigation arising out of acts within the scope of his or her employment.

## **ARTICLE 16 DISCIPLINE**

### **A. Suspension**

1. Emergency suspension with or without pay may be imposed by the Department when it appears that the action is in the best interest of the public and the law enforcement agency. Any member arrested and charged with a criminal offense, a serious traffic violation involving death or serious personal injury, and/or an act alleged or committed by such member of such a nature that, in the judgment of the appropriate superior officer, the interest and welfare of the public, the Department, or the individual is best served by such action, such member shall be immediately suspended from duty with pay. When a member is charged with a criminal offense, said charge(s) shall be supported at least in part by the investigative findings of another law enforcement officer.

Any employee suspended from duty with pay shall be given a suspension hearing not later than the next working day following the suspension from duty, wherein a determination will be made at that time whether or not the member shall remain suspended with or without pay and/or be placed on administrative duties. Suspension without pay may only be imposed in accordance with this Section and only in the case of a member charged with a felony.

2. Any member who is suspended without pay on the basis of pending criminal charges and who is found not guilty, or who has the criminal charges stetted or not proessed, shall be immediately reinstated to pay status with all benefits, including but not limited to health, incremental pay raises, and all lost pay from the effective date of his or her suspension without pay up through the date of reinstatement to pay status, except in a case where the State has an appeal pending.

### **3. Suspensions for Allegations of Domestic Violence**

(a) The Department shall continue to have the right to suspend a member's police powers (including taking his/her weapon) upon a complaint of domestic violence. Following such suspension, a hearing shall be held within three (3) work days from the date of the first action/suspension.

(b) The hearing shall be conducted as in the past with the understanding that the representative of the Department hearing the matter shall consider all relevant evidence when deciding whether to continue the suspension, including but not limited to: (1) evidence of injury; (2) the statement of the complaining party; (3) corroboration of the allegation by a third-party; (4) any criminal charge, (5) a court order pertaining to the parties, (6) substantial prior history or pattern of domestic violence (Substantiated shall mean some actual proof of a prior incident of domestic violence), and (7) a fitness for duty report or evaluation with respect to this incident that the Department shall initiate within 24 hours of the suspension.

(c) Following the hearing and based upon the evidence presented, the Department's representative shall make a decision within twenty-four (24) hours whether or not to sustain the suspension and set forth a short written statement of the reasons for that decision. If it is determined that the suspension is not warranted, the fact that there

is an open IAD file on this matter shall not be the sole bar to lifting the suspension.

B. Discipline for Minor Violations

1. Unless otherwise mutually agreed, the Department shall provide to counsel for an accused member a copy of the IAD casebook material (excluding information that discloses an investigative technique, the identity of confidential sources, and recommendations as to charges, disposition or punishment) for Minor Violations Discipline not less than thirty (30) days prior to the member's one person Departmental Hearing Board at no cost. The same material should be provided in a timely manner to a bargaining unit member or his counsel on request whenever the Department offers punishment.
2. For Minor disciplinary matters, where a one person Departmental Hearing Board is established at the discretion of the Department, such hearing shall be scheduled no sooner than thirty (30) days from the date that counsel for the accused receives a copy of the charges and the IAD case book material, unless a shorter period is mutually agreed upon by the Department and Counsel.
3. A unit member shall be entitled to one (1) peremptory challenge of persons designated as members of a one person Departmental Hearing Board. No individual assigned to Traffic may sit as a member of the Traffic Accident Review Board.
4. For purposes of this Paragraph C., Minor Violations are defined as "Violations in which no more than a 3-day suspension or a \$150 fine may be imposed pursuant to the Law Enforcement Officers' Bill of Rights (LEOBR) definition of Summary Punishment.

C. Discipline for Major Violations

1. Unless otherwise mutually agreed, the Department shall provide to counsel for an accused member a copy of the IAD casebook material (excluding information that discloses an investigative technique, the identity of confidential sources, and recommendations as to charges, disposition or punishment) not less than forty-five (45) days prior to the member's Departmental Hearing Board at no cost. The same material should be provided in a timely manner to a bargaining unit member or his counsel on request whenever the Department offers punishment.
2. For major disciplinary matters, where a three-person Departmental Hearing Board is established, such hearing shall not be scheduled any sooner than forty-five (45) days from the date that counsel for the accused receives a copy of the charges and the IAD case book material, unless a shorter period is mutually agreed upon by the Department and counsel.

3. A unit member shall have the option of a Departmental Hearing Board conducted by a panel composed of an Administrative Law Judge (hereinafter "ALJ") and three sworn members, one being of equal rank. If the member is represented by counsel, the counsel shall, with the consent of the member, have the option of selecting the ALJ process. If the member is unrepresented, the member shall make the selection. The ALJ will act as the Departmental Hearing Board Chairperson and make evidentiary and legal rulings but will not be a voting member of the panel during deliberations on verdict or sentencing. In no event shall an ALJ be appointed to a Departmental Hearing Board without the consent of the accused member or his/her counsel of record.
4. If an accused member declines the option of including an ALJ on a Departmental Hearing Board as defined in Paragraph D.3 herein, the accused member shall be entitled to four (4) peremptory challenges of persons designated as members of the Departmental Hearing Board. Only three (3) peremptory challenges may be used to strike the Hearing Board Chairperson. No individual assigned to Traffic may sit as a member of the Traffic Accident Review Board.
5. For purposes of this Paragraph D., Major Violations are defined as "Violations in which 4-days or more suspensions/loss of leave or more than \$150 fine may be imposed.

D. Participation on a Departmental Hearing Board. No civilians other than an Administrative Law Judge may serve on a Departmental Hearing Board.

E. Upon request, IAD will expeditiously complete an investigation that it has initiated into alleged misconduct by a member.

F. Within ten (10) days after IAD's report of the results of its investigation has been confirmed, the Department shall advise the affected member of its finding, i.e., whether sustained, not sustained, unfounded or exonerated. If the investigatory report is to be referred to the Civilian Review Board (CRB), the Department may advise the member that the result is subject to revision. It is understood that where an investigation of a charge encompasses multiple charges growing out of the same incident, advisement concerning the outcome may be deferred pending completion of the entire investigation.

G. If an accident is found to have been non-preventable, all records of the accident shall be expunged from the member's file. If a member requests expungement of a formal complaint or other material from any file of the member pursuant to the Law Enforcement Officers' Bill of Rights, the complaint and/or material shall be expunged within sixty (60) days of the request. The Department agrees promptly to give the member written notice that the records have been expunged pursuant to his or her request.

H. In the event that the Department takes disciplinary action against a member on account of conduct reasonably attributable to a disabling condition, the following shall apply:

1. No Departmental Hearing shall be conducted provided the member has

expeditiously filed an application with the Retirement Board for a special or ordinary disability pension under the Fire and Police Employees' Retirement System.

2. In the event the member has expeditiously filed an application and the Retirement Board has not rendered a decision regarding the member's application within four (4) months from the date the member filed the application, the Department may proceed with the Departmental Hearing.
3. In the event the member is denied ordinary disability retirement, the Department may proceed with the Departmental Hearing. Subsequent applications for retirement will not impact on the Department's administrative process.

I. No Departmental Hearing, except a Suspension Hearing, shall be held on any charges that relate to conduct which is also the subject of a criminal proceeding, until such time as criminal charges are disposed of prior to any appeal, except an appeal de novo to a Maryland Circuit Court.

J. Pending IAD investigations into off-duty, non-criminal misconduct shall not bar consideration for promotion. If a member under investigation for any other reason is passed over for promotion solely because of a pending investigation and is then cleared, the Police Commissioner will consider the individual for promotion to the next available vacancy and will make application to the Civil Service Commission for a waiver if necessary to make promotion from an expired list. The decision of the Police Commissioner and the City's Personnel Director is final and not subject to the grievance procedure.

K. Notice of routine disciplinary actions shall be distributed only to the affected member, the member's counsel, the Commanding Officer, the Chief of the Division involved, the Chief of Internal Affairs Divisions, the Chief of the Human Resources Division, the Directors of the Personnel, Inspections, and the Equal Employment Opportunity Compliance Divisions, the Office of Legal Affairs, and the Police Commissioner. No other publication shall be made, except in unusual circumstances wherein the Department finds that announcement of the discipline is in the public interest.

L. Should the Department require a member to forfeit vacation as punishment for a sustained offense or violation, the member shall have the option to be suspended for the same period or to pay an equivalent fine. It is understood that the Department's policy is to give a priority to vacation forfeiture over mandatory fines or suspensions.

M. The Department shall make every effort to impose suspensions without pay so as to avoid the cessation of Employer health care benefits due to non-payment of required Employer/employee contributions. In the event that the Department shall levy a suspension without pay of sufficient duration to require the member to pay for continuance of his/her Employer's sponsored health benefits, the Department agrees to pay its proportionate share of the cost of health benefits on behalf of the suspended member for the pay period(s) so affected.

N. Traffic Safety Review Board shall conduct a hearing to determine if a departmental

accident is preventable or non-preventable. If the Board determines the accident to be preventable it shall recommend disciplinary punishment in accordance with the Department's traffic accident disciplinary matrix.

## **ARTICLE 17**

### ***UNIFORMS AND CLOTHING***

A. The Department agrees to consider suggestions from the Lodge regarding the selection of replacement coats. New coats shall be issued in keeping with established replacement standards.

B. An annual clothing allowance shall be paid, on a quarterly basis, to members assigned to plainclothes positions designated by General Order R-5. Effective July 1, 1990, the clothing allowance shall be \$500.

C. The department shall provide up to four boxes of practice ammunition for use by members at firing ranges operated by the BPD in each fiscal year as a part of their annual uniform and equipment allotment. The Quartermaster will issue a paid slip upon request by member. Upon presentation of the paid slip to the District Range Officer, the appropriate box of practice ammunition will be provided for use at the BPD range. No practice ammunition is authorized for use outside the BPD firing range where issued.

D. In addition, the Department will issue each member an approved departmental flashlight. Such light will be considered a part of the member's standard issued equipment. Replacements will be issued thereafter consistent with Departmental Policy. The type of flashlight available shall be determined by the Department, and may change from time to time as determined by the Police Commissioner.

## **ARTICLE 18**

### ***DISABILITY***

The Department and Counsel for the Lodge shall meet and confer for the purpose of adding additional qualified psychologists and psychiatrists to those the Department uses to evaluate if a member is fit for duty. No psychologist or psychiatrist shall be appointed to the panel without the Department's concurrence.

## **ARTICLE 19**

### ***JOINT LABOR-MANAGEMENT LIAISON COMMITTEE***

There shall be established within the Department a Joint Labor-Management Liaison Committee consisting of up to four (4) representatives of the Department appointed by the Police Commissioner and up to two (2) representatives from Unit I and up to two (2) representatives from Unit II. The Committee shall meet not less than quarterly except upon the majority consent of the Committee. It shall consider, evaluate, and, if in agreement, shall make recommendations to and/or advise the Police Commissioner and/or his designee with respect to specific matters bearing upon the economy, efficiency, or other improvement in Departmental operations and/or upon the welfare of its employees whether or not such matters are negotiable. Lodge

Representatives shall be deemed to be in duty status while attending such meetings.

## **ARTICLE 20**

### ***BULLETIN BOARDS AND COMMUNICATIONS***

A. The Department agrees to provide reasonable bulletin board space labeled with the FOP logo and name within each District and Division for the purpose of allowing the Lodge to inform its membership of Lodge business and activities. All such notices shall be signed by the Lodge President and/or Lodge Secretary. No scurrilous or defamatory material shall be posted. Any materials posted in violation of this Section shall be removed by the Department. The space so designated shall be maintained in an orderly manner, to include periodic removal of outdated material.

B. The Department will permit the Lodge to use the Departmental mail system for non-bulk communication to select members. All mail must be directed by name and assignment and will not exceed fifteen percent (15%) of the membership of the Lodge at any one (1) mailing.

C. The Department shall permit a designated representative of the Lodge to address recruit classes for two (2) consecutive class periods of not less than forty-five (45) minutes each. During the term of this Memorandum a representative of the Lodge, designated by the President, will be allowed one-half of an hour to address each in-service training group. Upon prior notification to the Lodge President, the Police Commissioner reserves the right to revoke this arrangement.

## **ARTICLE 21**

### ***ADMINISTRATIVE LEAVE FOR LODGE REPRESENTATIVES***

A. During the term of this Memorandum, the President of Baltimore City Lodge No. 3, Fraternal Order of Police, Inc., shall be granted a full-time leave of absence from his duties for the Police Department, mandated in-service training excepted, but shall remain on the payroll of the Police Department for the purpose of performing full-time duties on behalf of the Lodge. During such leave, the President shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty including, but not limited to, pension accruals and fringe benefits.

B. A paid leave bank of 300 days per year shall be created for members of the Lodge to use to attend scheduled conferences, seminars, Board and Committee meetings and conventions. The bank may be used interchangeably with Unit I. Each use shall be requested in advance by the President of the Lodge (or his designee) in writing, specifying the person or persons using such leave, the hours requested, and the purpose for the leave. The request shall be granted, subject to the needs of the Department. Each Lodge member permitted to be absent pursuant to this provision shall be responsible for giving his supervisor advance notice of absence from work for Lodge business.

C. The President of the Lodge and two (2) persons designated by him shall be permitted to visit Police Districts, Units, and other work locations in connection with grievance matters. Visits shall be preceded by reasonable notice.

D. The Department shall permit use of its Police Districts and other designated work locations for the purpose of conducting election voting, which shall be conducted without



interference with regular business operations.

E. The Department shall provide the Lodge with a roster of all new sworn employees and their addresses.

## **ARTICLE 22**

### ***NO STRIKE, SECONDARY BOYCOTT OR LOCKOUT***

A. The Lodge agrees that during the term of this Memorandum it shall not engage in, initiate, sponsor, support, or direct a strike or secondary boycott or directly or indirectly picket the Employer or any of its property in furtherance of a strike. The Employer agrees that there shall be no lockout during the term of this Memorandum.

B. If the Lodge shall violate any of the provisions hereof:

1. Its designation as exclusive representative may be revoked by the Department;
2. It may be ineligible to participate in elections or to be certified as exclusive representative for a period of two (2) years thereafter; and
3. The Department may refrain from making payroll deductions for such organization's dues for a period of two (2) years thereafter.

C. Nothing in this Memorandum shall deprive the Employer of remedies available to it under applicable law in the event of a strike.

## **ARTICLE 23**

### ***WORKING CONDITIONS***

A. VACATION REQUESTS

Special vacation requests that deviate from current policy shall be considered.

B. WORK OUT-OF-TITLE

1. Members shall not be assigned to perform painting or maintenance of buildings and grounds, except upon mutual agreement.
2. If a bargaining unit member is directed temporarily to assume the responsibilities and privileges of a higher rank, he or she shall receive additional compensation. If so designated as acting out-of-title at the start of the member's tour of duty, the member shall be paid out-of-title for the entire day unless the member does not complete the tour of duty for reasons beyond the control of the Department. The out-of-title compensation a member shall receive shall be \$12 per day. No two members may work out-of-title in the same position.

C. LOST OR STOLEN PROPERTY

If a member has reimbursed the Department and the lost property is subsequently recovered without damage, the Department will refund the reimbursement.

D. FOOTWEAR

Members of the unit may wear military-style black leather boots that retain a shine, except when the Class A uniform is worn on formal occasions.

E. "DETECTIVE" TITLE

The title "Detective" shall be restored to members in the Applicant Investigation Unit of the Personnel Division.

F. PERMANENT MIDNIGHT SHIFTS

The present policy pertaining to permanent midnight shifts shall remain in effect to the extent and under the conditions provided in a letter from the Police Commissioner to the President of the Lodge dated November 29, 2004 attached as Addendum D (Permanent Midnight Shifts) to this Memorandum.

G. WORK Schedule Review Committee

The parties have agreed to develop a joint union-management sub-committee to discuss and develop recommendations or revising and implementing a new work schedule. The Committee will consist of up to three members of the FOP, and up to three members of the Department as designated by the FOP President and the Police Commissioner respectively. The Committee will meet and confer no less than once per month for a ninety (90) day period commencing November 1, 2004. Should the Committee not reach agreement for proposing a new work schedule to the Police Commissioner by the end of the ninety day period, the Committee will be discontinued.

Any proposed work schedule developed by the Committee and recommended for implementation will be presented to the Police Commissioner for consideration and determination. Proposed schedules will include a detailed fiscal impact statement comparing the cost of operating the current schedule to the cost of operating the proposed schedule and shall include implementation language addressing all collective bargaining provisions impacted by the new work schedule. A new schedule proposed by the committee will not be implemented without prior mutual agreement of the Police Commissioner and Lodge President. A new work schedule agreed upon by the parties shall only be implemented on January 1<sup>st</sup> of each calendar year.

The Police Commissioner shall retain final authority regarding the implementation of any proposed work schedule and shall retain authority to return to the former continuous operation work schedule on the following January 1<sup>st</sup> after implementation of a new schedule for any reason provided notice is given to the FOP President on or before November 1<sup>st</sup> immediately preceding the change back to the former schedule.

It is understood that proposed work schedules may not be considered if the

inherent cost of operating the new schedule exceeds the cost of operation under the current work schedule.

H. Changes to the member's scheduled work hours with less than forty-eight (48) hours notice from the start of the originally scheduled shift shall entitle the affected member to the payment of two (2) additional hours compensation at the member's regular rate of pay for each shift worked with less than the required forty-eight (48) hours notice.

I. In the event that a member is detailed to another position, that member's vacated position will not be permanently filled by another member. Upon the expiration of the detail, the detailed member will be returned to his/her former position.

## **ARTICLE 24**

### **PROMOTIONS AND TRANSFERS**

#### **A. PROMOTIONS**

There will be at least sixty (60) days' notice in advance of written examinations for promotions.

#### **B. TRANSFERS**

1. The Department agrees to post notice for a period of five (5) consecutive days on appropriate bulletin boards and Departmental E-mail systems of all vacancies that it intends to fill by permanent transfer to any position other than patrol and the Commissioner's Office. Assignments within any Bureau, Division, Section or Unit will continue to rest with Command. Notice of the posting will be given at roll call. Members may submit written requests for consideration of the posted vacancy. Every member who is eligible for consideration will be interviewed by the appropriate Command. When the vacancy is filled, applicants shall be notified as to whether they received the position. Requests which were submitted and interviews conducted shall remain active for sixty (60) days for any vacancies which may arise. The Department shall also consider new requests for consideration which may be filed for subsequent vacancies. The current system to accept District-to-District transfer will continue, but requests will have a one (1) year life and therefore must be renewed on a yearly basis. Seniority, meaning length of service in rank, shall be considered. The foregoing shall not apply to transfers of persons determined by the Police Medical Director to be permanently unable to perform all the duties of a Police Officer, Police Agent, Flight Officer, Sergeant, or Lieutenant due to disabling conditions but who are capable of performing the essential functions of a full duty administrative position as determined by the Police Medical Director. Any member selected in accordance with the procedure as set forth herein to fill a posted vacancy shall be permanently assigned to that vacancy immediately upon his/her selection and may not be detailed to that vacancy.

#### **C Involuntary Transfers**

1. The department shall provide a member with seven (7) days notice in

writing of an involuntary transfer. The notice shall be personally delivered whenever it is practical to do so and shall state the reason for the transfer. The member shall have three (3) days to appeal the decision (not including Saturdays and Sundays) to a committee which shall be referred to as the "Involuntary Transfer Board." If the member appeals, the voluntary transfer shall be stayed until the Board holds its hearing and renders its decision. If the member does not appeal the transfer, it shall be effective at the end of the seven (7) day notice.

2. The Involuntary Transfer Board shall be comprised of two exempt members of the department (*i.e., Major, Lt. Col., Chief*) and one member of equal rank with the member being transferred. The parties shall agree on a list of 7-10 members from each rank who shall be used to hear such appeals and who shall rotate on the Board as appeals arise. No member of the Board shall have participated in making the decision to involuntarily transfer the member. The hearing on the appeal shall take place within four (4) working days, not including Saturday or Sunday, from the date the appeal has been filed by the member/FOP.
3. At the hearing the Department shall articulate the business reason or reasons for the involuntary transfer, including but not limited to, any operational reasons including staffing needs, job performance, experience, seniority, etc. The member subject to the transfer shall be permitted to have another member of the FOP act as his/or her advocate at the hearing and question the Department's representative regarding the articulated reason for the transfer and provide evidence to show that the reason given was not valid and/or a pretext for the transfer. The FOP advocate may review employment records, if authorized to do so by the member, and/or call up to two witnesses to provide testimony in support of the member's appeal. The FOP's advocate shall be permitted reasonable time off with pay to appear at the hearing. The FOP may provide evidence which disputes the quality of performance or disciplinary records, the operational reasons given, or any other aspects of the Department's position.
4. The Board shall consider the evidence presented and then vote on whether to sustain or rescind the involuntary transfer. The decision shall be based upon the vote of the majority and shall be rendered no later than 24 hours after the conclusion of the hearing. Should the transfer be sustained, the Department may implement the transfer forty-eight (48) hours after the decision.
5. Should the member disagree with the decision of the Board, he/she may appeal to the Deputy Commissioner within four working days of receiving the decision from the involuntary transfer board upholding the involuntary transfer. The Deputy Commissioner or his/her designee shall be required to conduct a hearing on the appeal no later than seven (7) working days after having received the same and shall render a decision within three (3) working days of having heard the appeal. A member may not be involuntarily transferred from his/her current position until such time as a final decision has been rendered by the Deputy Commissioner.

6. The department shall designate an employee to be the secretary to the involuntary transfer board who shall receive all written requests for appeals to be heard by the board.

## **ARTICLE 25**

### ***PROPERTY REIMBURSEMENT***

A. If a member's contact lens(es) is lost or damaged as a direct consequence of the performance of law enforcement duties, he or she will receive a voucher for a replacement lens(es) at a provider arranged for by the Department which can replace the lost or damaged lens(es). This replacement will be available only once per member during the term of this Memorandum. During the term of this Memorandum, the Department will advise the Lodge of the amount expended to replace contact lenses in each year.

B. The Department's Property Reimbursement Schedule shall be revised to provide as follows:

	<b>Maximum Amount</b>
Sunglasses	33.50
Hearing Aid	150.00
Watch	50.00
Watchband/Watch chain	15.00
Tie	9.00
Shirt	18.00
Trousers	50.00
Jacket	95.00
Sweater	30.00
Suit (Trousers & Jacket)	140.00
Shoes	40.00
Raincoat	55.00
Topcoat	100.00
Pager	50.00
Cellular Telephone	100.00

## **ARTICLE 26**

### ***MEDICAL LEAVE POLICY***

#### **PART I**

#### **A. POLICY**

A. Effective June 25, 1997, new employees of the Police Department shall accrue medical leave at the rate of one (1) day for each month of completed service. Employees must be in pay status at any time during the payroll period in which their anniversary date occurs in order to accrue medical leave. Accrued medical leave may be used for non-line-of-duty illnesses or injuries. Employees hired after June 25, 1997, shall be included in the same medical leave program and policy for line-of-duty illnesses or injuries as those employees hired prior to June 25, 1997. Employees who accrue medical leave at the rate of one (1) day for each month of completed service shall be permitted to utilize any accrued medical leave in accordance with the Family and Medical Leave Act.

B. In the event that a member shall suffer a line-of-duty injury or illness, said member shall remain in paid status without being charged medical leave until such time as a decision is made by the Department's designee as to whether or not the injury or illness shall be classified as line-of-duty or non line-of-duty. If it is determined that the injury is non-line-of-duty and the member has been paid for days in excess of his accrued leave days, he shall repay or be docked for such pay. A member may repay any amount owed by using medical leave, vacation or P and PL days or by having his pay docked; provided, however, that in no instance shall the Department dock an employee more than 25% of any paycheck.

## **PART II NOTIFICATION REQUIREMENTS**

A. Any member who is unable to report to work because of medical leave must contact his or her Unit of assignment not later than one (1) hour prior to the scheduled tour of duty unless exigent circumstances exist.

B. A member on medical leave will be required to call in only on the first day of any absence, indicating the expected date of return, the reason for the absence, and the address and telephone number where confined if different from that on file with the Department. In cases where the member's does not return to work on the expected date, a second call shall be made repeating the same information.

C. When a member is home and on medical leave, the member must notify his or her Unit of assignment when leaving home and upon return. A member is to remain at home, except to go to a medical facility, pharmacy, polling place, place of worship, or retail outlet which sells primarily food, or in the event of exigent circumstances. Members may not leave home for any other reason, except with the approval of their personal physician, their Commanding Officer/designee or the Medical Section. The basis for the preceding is to allow members who are unable to work because of illness or injury to leave their home for personal needs which are basic. Abuse of this procedure constitutes a violation of this Policy and is subject to disciplinary action. In the event a member receives approval from the Medical Director for unrestricted medical leave at home, the notification of his or her Unit of assignment when leaving and returning home shall be waived.

## **PART III MEDICAL CERTIFICATION REQUIREMENTS**

A. A medical certification is required from all members for all absences of three (3) or more consecutive days, and must be submitted to the member's Unit of assignment upon returning to work.

B. A medical certification must contain the following information:

1. Date and time the member was treated;
2. Address and phone number of the doctor or practitioner;
3. Date and doctor's authorized signature;

4. Nature of illness or injury complained of;
5. Diagnosis and treatment; and
6. Expected date of return to duty.

C. Any member who is on medical leave shall not be required to report to any medical facility for the purpose of determining that members fitness for duty between the hours of 7:00 p.m. and 7:00 a.m. This provision shall not apply to members in the medical abuse program.

#### **PART IV MEDICAL LEAVE ABUSE CONTROL PROGRAM**

A. Any member who in a twelve (12) month period utilizes a total of eight (8) uncertified medical days, or who reports on medical leave on four (4) separate uncertified occasions, or who utilizes fifteen (15) or more medical days regardless of certification, may be placed in the Medical Leave Abuse Control Program, hereafter known as "the Program," by his or her Commanding Officer after consultation with the Medical Section.

Nothing in this Policy shall be construed to prevent the Police Commissioner from taking formal disciplinary action for violation of the policies of the Department. First consideration, however, should be given to the application of the Program.

B. An uncertified medical day or occasion is the use of medical leave, regardless of duration, for which no doctor's certificate (as outlined in Part II, Section B) is submitted to the member's immediate supervisor.

C. In addition, a member who uses medical leave in a manner described below may be placed in the Program:

1. Uncertified usage before or after regular days off (three (3) occasions);
2. Uncertified usage on any specific tour of duty in the case of those members who rotate shifts (three (3) occasions);
3. Uncertified usage on a specific day of the week (three (3) occasions); or
4. Usage of medical leave after being denied other leave (two (2) occasions).

D. Commanding Officers will retain the discretionary authority to exempt members meeting the above criteria, based on mitigating factors. Command will consult the Medical Section prior to placing any member in the Program.

E. Both the Department and the Lodge recognize that by its very nature police work carries with it the risk of severe injury. For this reason, any member who sustains a significant injury in the performance of his or her duties during the twelve (12) month period will be exempted for that period in all cases where his or her medical record would not otherwise justify inclusion in the Program.

1. The exemption stated above will expire upon the earlier of:

- a) The passage of twelve (12) months from the date of injury; or
- b) The member reaching maximum benefit of medical treatment for this injury as determined by his or her treating physician and/or the Medical Director.

2. The Medical Director shall make the determination in these matters.

F. A member shall remain in the Medical Leave Abuse Control Program for one (1) year from the date of being so designated. Continued absenteeism for medical reasons may subject the member to an extension in the Program and/or may constitute just cause for disciplinary action.

G. Upon placement or extension in the Program, the member shall be notified in writing by his or her Commanding Officer within five (5) working days. This written notification shall also include the date the member is scheduled to return to normal status.

H. A member placed in the Program may appeal through the established grievance procedure. For the purposes of this Program, in Step 4 of the grievance procedure, the Director of the Personnel Division shall be the Police Commissioner's designee.

I. When a member who has been placed in the Program is home on medical leave, the member must notify his or her Unit of assignment when leaving home and upon return. A member is to remain at home except to go to a medical facility, pharmacy, polling place, place of worship, or retail outlet which sells primarily food, or in the event of exigent circumstances. Members may not leave home for any other reason, except with the approval of their Commanding Officer/designee. Should the member be refused permission to leave home and should the member feel that there is a medical necessity for this request, said member may appeal the denial to the Medical Director.

J. Any member who utilizes less than eight (8) medical days and less than four (4) separate occasions during the one (1) year period as designated will automatically return to normal status.

Commanding Officers will retain the discretionary authority to return a member to normal status who exceeds the above guidelines in a case where he or she suffers a clear-cut, bona fide, line-of-duty injury during the time frame in question.

K. The Lodge shall be notified on a quarterly basis of all bargaining unit members placed into the Medical Leave Abuse Control Program as well as those who have completed the Program and are returning to regular status.

L. A member who has been placed in the Medical Leave Abuse Control Program shall be subject to the following sanctions:

- 1. The member shall be required to obtain a doctor's certificate for all subsequent uses of medical leave, regardless of duration, while in the Program. This certificate must be submitted within two (2) working days after the member returns to duty.



2. Notwithstanding other provisions of this Memorandum, secondary employment privileges and participation in other overtime details shall be suspended while the member is in the Program.
3. No overtime compensation shall be awarded to the member for the purpose of obtaining medical certification.

## **PART V PENALTIES**

A. A member accused of violating the provisions of the Medical Leave Abuse Control Program is entitled to a hearing before any action may be taken as a result of this Section. After a determination has been made that a member has violated any of the provisions of the Program, he or she shall in addition to loss of wages for the day(s) not worked be disciplined in accordance with the following procedures:

1. One (1) day's suspension without pay for the first violation.
2. Suspension without pay for three (3) days and forfeiture of secondary employment opportunities for an additional twelve (12) months for the second violation.
3. Trial Board with a view toward termination for the third violation.

B. This provision shall not apply to absences preceding a member's placement in the Medical Leave Abuse Control Program.

## **PART VI INCENTIVE FOR NON-USE OF MEDICAL LEAVE**

A. The Department will provide the following incentives for non-use of medical leave:

1. Effective July 1, 2000 members shall earn one (1) day of paid leave for each six (6) months when medical leave is not used during each of the periods from July 1 to December 31 and January 1 to June 30. Any member who completes an entire fiscal year without medical leave shall receive one (1) additional paid leave day.
2. Effective July 1, 2001 members shall earn two (2) days of paid leave for each six (6) months when medical leave is not used during each of the periods from July 1 to December 31 and January 1 to June 30. Any member who completes an entire fiscal year without medical leave shall receive one (1) additional paid leave days.
3. Effective July 1, 2002 members shall earn three (3) days of paid leave for each six (6) months when medical leave is not used during each of the periods from July 1 to December 31 and January 1 to June 30. Any member who completes an entire fiscal year without medical leave shall receive two (2) additional paid leave days.
4. This accumulated paid leave will be converted to Vacation Leave the following

fiscal year to be used any time during that fiscal year.

5. The above incentive program shall apply only to those members who worked in a full duty status, with the exception of those members who have not reached maximum benefit of medical treatment for line-of-duty injuries and are in a restricted duty status. The incentive program shall apply to those members who are in a restricted status and performing the essential functions of a full-duty position.
6. Any member who was otherwise qualified to receive the benefits of this Section, and who suffered an injury while performing his/her official duties, may appeal to the Medical Director for restoration of those benefits for a period of one year from the date that member returns to work from his/her line of duty injury. Final determination in these matters shall rest with the Medical Director.

## **PART VII**

### **VACATION LEAVE ACCRUAL DURING SICK TIME**

A. Effective July 1, 1991, members will not accrue Vacation Leave in any month during which they were carried on sick leave for the entire period. Similarly, any member who remains on line-of-duty medical ("A" Time) for a period of six (6) months will cease to accrue Vacation Leave during subsequent months in which he or she is on medical ("A" Time) for the entire month. In case of severe line-of-duty injuries and upon written request, the six (6) month provision shall be waived only upon recommendation of the Medical Director.

B. If a member and/or the City successfully recovers monies for salary paid while on medical leave as a result of third-party litigation, those days of medical leave repaid to the City or Department shall be removed from the member's medical leave totals. This would apply to line-of-duty and non-line-of-duty injury cases.

In the event that such removal of medical leave days (a) would qualify the member for the benefits of Part V of this Article and/or (b) would not have resulted in the non-accrual of Vacation Leave in Section A above, the member shall receive all incentive days for non-use of medical leave and Vacation Leave days to which he or she would otherwise have been entitled under this Article.

## **ARTICLE 27**

### **LAYOFFS**

#### **A. NOTICE OF LAYOFF**

The Department shall give each affected employee not less than thirty (30) days' advance notice that he or she will be laid off. The Notice shall advise the employee of the expected period of layoff, if known, and that the employee's rights in the circumstances may be found in the Memorandum of Understanding and applicable provisions of the Civil Service Regulations. The Department agrees to furnish a copy of each Notice to the Lodge and to meet with Lodge Representatives promptly to resolve any questions arising under this Memorandum.

B. ORDER OF LAYOFF

There shall be no layoff in any rank so long as unfilled, funded positions are budgeted and charged to the Department in that rank and approved for fill by the City Finance Department. The first order of layoff will be those members rated "unsatisfactory" or "needs improvement" on their last three (3) consecutive ratings. Thereafter, members shall be laid off in seniority order, the least senior member being laid off first, except that if the Department determines that operational reasons require retention of a member of the unit having an essential skill, such as a helicopter pilot or a specialty requiring a state license or certification (other than MPTC), he or she may be retained. Seniority means total length of Departmental service. In the event two (2) members of the unit have equal seniority, the tie shall be broken on the basis of their last written performance evaluation. In lieu of layoff, except for those rated "unsatisfactory" or "needs improvement" on their last three (3) consecutive performance ratings, a member of the bargaining unit may accept a reduction in rank, in which event the most junior employee in the lower rank shall be laid off.

C. HIRING DURING LAYOFF

No employee may be hired to perform the duties normally performed by a bargaining unit member while he or she is in layoff status, except to meet operational needs of the Department for members having an essential skill, as defined in Paragraph B.

D. RECALL RIGHTS

Laid-off bargaining unit members shall enjoy the right to be reinstated within eighteen (18) months from the effective date of the layoff to any vacant position for which they are qualified. Reinstatement shall be in reverse order of layoff or reduction in rank (i.e., by seniority). When the Department offers reinstatement to a laid-off member, it shall give him or her notice by registered mail, return receipt requested, and afford the affected member reasonable time, not to exceed twenty (20) days, within which to accept reinstatement.

E. BENEFITS

While on layoff, a member of the bargaining unit shall be entitled to maintain eligibility for COBRA benefits by paying the costs in accordance with the provisions of COBRA legislation.

F. No Member of the Bargaining Unit shall be subject to layoff from July 1, 2004 through June 30, 2007.

**ARTICLE 28**  
***PERSONAL PRONOUNS***

In all instances in this Memorandum in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

**ARTICLE 29**  
***PRESERVATION OF BENEFITS***

All benefits presently enjoyed by employees covered by this Memorandum of Understanding which are not specifically provided for or abridged in this Memorandum, such as but not limited to holidays, uniforms, equipment, etc., are hereby included and protected by this Memorandum.

**ARTICLE 30**  
***PRINTING OF MEMORANDUM***

This Memorandum of Understanding shall be printed by the Lodge. The Department shall reimburse the Lodge for fifty percent (50%) of the cost of such printing.

**ARTICLE 31**  
***SEVERABILITY***

If any term or provision of this Memorandum is, at any time during the life of this Memorandum, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute, or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Memorandum.

**ARTICLE 32**  
***FURLOUGH DAYS***

No member of the Bargaining Unit shall be subject to unpaid furlough days from July 1, 2004 through June 30, 2007.

**ARTICLE 33**  
***DURATION***

This Memorandum of Understanding shall become effective July 1, 2004, and remain in full force and effect until June 30, 2007. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given to the other party in writing by certified mail no later than January 1 of the year involved.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by their officers and agents duly authorized.

BALTIMORE CITY POLICE  
DEPARTMENT:

BALTIMORE CITY LODGE NO. 3,  
FOP UNIT II:

\_\_\_\_\_  
Sean R. Malone

\_\_\_\_\_  
Daniel J. Fickus

\_\_\_\_\_  
Leonard D. Hamm

\_\_\_\_\_  
Frederick V. Roussey

\_\_\_\_\_  
Kenneth L. Blackwell

\_\_\_\_\_  
Dawn Jessa

\_\_\_\_\_  
Deborah F. Moore-Carter

\_\_\_\_\_  
Sheri Albrecht

\_\_\_\_\_  
Edward E. Ambrose

\_\_\_\_\_  
Steven Histon

\_\_\_\_\_  
Errol L. Dutton

\_\_\_\_\_  
Paul Blair

\_\_\_\_\_  
Larissa A. Parrish

\_\_\_\_\_  
Larry Salmond

\_\_\_\_\_  
Gregory Robinson

\_\_\_\_\_  
Herbert R. Weiner

APPROVED FOR LEGAL FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Deborah St. Lawrence  
Associate Solicitor

NOTED BY THE BOARD OF ESTIMATES

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

## **ADDENDUM A**

### **HEALTH & WELFARE BENEFITS**

Employees covered by this Memorandum shall be eligible for benefits under the Blue Cross/Blue Shield Preferred Provider (PPN) or Traditional Plan or under one of the HMO's offered by the Employer. The benefits under the aforementioned plans are set forth in the Summary Plan Description for those plans.

For informational purposes, the parties have set forth below various benefits provided under the Blue Cross/Blue Shield Plans, including certain benefits which have been agreed upon during the negotiations for this Memorandum.

#### **A. PPN Plan**

- |     |  |   |
|-----|--|---|
| 1.  | Major Medical  | 80% Employer Coverage<br>After 200 deductible       |
|     | Private Duty Nursing<br>Medical Supplies<br>Ambulance Services<br>Whole Blood<br>Orthopedic and Prosthetic Devices |   |
| 2.  | Hospital inpatient<br>Medical days   | 365 days<br>at 100%                                 |
| 3.  | Routine physicals<br>(one every three years)   | 100% of allowed<br>benefit<br>\$10 per visit        |
| 4.  | Routine OB/GYN Exam<br>(one per year)  | 100% of allowed<br>benefit<br>\$15 per office visit |
| 5.  | Office Medical visit   | \$10 per visit                                      |
| 6.  | Specialist office visit  | \$15 per visit                                      |
| 7.  | Well Child care through age 6<br>Includes immunizations and vaccines   | \$10 per visit                                      |
| 8.  | One annual physical ages 7-12  | \$75 maximum<br>\$10 per office visit               |
| 9.  | Out-of-Network Care  | 70% coverage<br>after deductible                    |
| 10. | In-vitro fertilization   | Limit of \$12,000                                   |
| 11. | Physical, speech and occupational 100 combined visits  |   |

Therapy (outpatient/office)	per year
Pre-authorization required after 10 <sup>th</sup> visit	
12. Emergency room charges due to medical emergency	\$25 per visit 100% of allowed benefit
13. Diabetic medical supplies	100% of allowed benefit
14. Diagnostic test, x-rays, laboratory test	100% of allowed benefit

B. Traditional Plan

1. See summary plan description

C. Prescription Drug Plan

1. The parties shall continue to administer a generic prescription drug program. Employees and their dependents shall as a general rule be expected to have prescriptions filled with generic equivalents when proprietary drugs are ordered. However, if medically necessary, an employee or dependent may apply for permission to purchase a proprietary drug by name even though a generic drug may be available on the market. If an employee or dependent secures prior permission to purchase a proprietary drug in lieu of a generic drug, the employee shall be subject to the co-pay of a generic drug. In order to qualify for permission, the employee must first submit satisfactory written medical documentation for review to the Employee Benefits Division of the Department of Human Resources. After impartial review by a qualified health care professional, Employee Benefits Division shall grant, deny or ask for additional information about the application. Employees or beneficiaries who are approved shall be expected to purchase the approved proprietary drug from a participating pharmacy. The City shall make every effort to facilitate a process whereby the employee may obtain the approved drug at a participating pharmacy by paying the appropriate co-pay only. If this cannot be arranged the employee shall initially pay the cost of the drug out-of-pocket, and all covered out-of-pocket expenses shall thereafter be reimbursed by the City.
2. The Employer shall continue the Prescription Drug Plan in effect as of the date of this Memorandum for all members whether they are in an HMO or PPN plan with the following co-pays:
  - (a) The co-pays set by the Employer effective January 1, 2004 for a thirty (30) day retail prescription shall be three- tiered, that is, in three different classifications: \$10.00 for a generic drug, \$20.00

for a brand name drug; and \$30.00 for a non-preferred drug. The co-pays set by the Employer effective January 1, 2004 for a ninety (90) day mail order prescription shall be three tiered, which is in three different classifications, \$15.00 for generic drug; \$25.00 for a brand name drug; and \$35.00 for non-preferred drug.

(b) On or before October 1, 2003, the Employer shall provide to the Union a schedule of the drugs classified as generic, preferred and non-preferred. The Employer shall not be arbitrary in its assignment of drug to one co-pay classification as opposed to

(c) Effective January 1, 1997, eligible unmarried dependents who are full-time students shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or to the end of the year they cease being full-time students, whichever occurs first. Verification of enrollment must be provided in accordance with the rules and regulations of the Employee Benefits Division

D. Health Maintenance Organizations (HMO) Alternative



**ADDENDUM B-1**  
**SALARY SCHEDULE**  
**UNIT II**

Effective 01/01/2005

<b>Service Step</b>	<b>Sergeant Grade 738</b>	<b>Lieutenant Grade 741</b>
01	52,622	59,816
02	55,515	63,107
03	57,844	65,754
04	57,844	65,754
05	57,844	65,754
06	58,245	66,225
07	58,827	66,887
08	59,410	67,088
09	59,992	67,724
10	60,575	68,358
11	61,158	68,764
12	61,739	69,676
13	61,868	70,327
14	62,497	71,043
15	63,070	71,694
16	63,493	72,176
17	64,080	72,844
18	64,666	73,510
19	65,195	74,111
20	65,782	74,778
21	66,388	75,466
22	66,928	76,081
23	67,529	76,764
24	68,129	77,447
25	68,670	78,062
26	69,283	78,758

**ADDENDUM B-2**  
**SALARY SCHEDULE**  
**UNIT II**

Effective 01/01/2006

<b>Service</b>	<b>Sergeant</b>	<b>Lieutenant</b>
<b>Step</b>	<b>Grade</b>	<b>Grade 741</b>
	<b>738</b>	
01	54,201	61,610
02	57,180	65,000
03	59,579	67,727
04	59,579	67,727
05	59,579	67,727
06	59,992	68,212
07	60,592	68,894
08	61,192	69,101
09	61,792	69,756
10	62,392	70,409
11	62,993	70,827
12	63,591	71,766
13	63,724	72,437
14	64,372	73,174
15	64,962	73,845
16	65,398	74,341
17	66,002	75,029
18	66,606	75,715
19	67,151	76,334
20	67,755	77,021
21	68,380	77,730
22	68,936	78,363
23	69,555	79,067
24	70,173	79,770
25	70,730	80,404
26	71,361	81,121

**ADDENDUM B-3**  
**SALARY SCHEDULE**  
**UNIT II**

Effective 01/01/2007

<b>Service Step</b>	<b>Sergeant Grade 738</b>	<b>Lieutenant Grade 741</b>
01	55,827	63,458
02	58,895	66,950
03	61,366	69,759
04	61,366	69,759
05	61,366	69,759
06	61,792	70,258
07	62,410	70,961
08	63,028	71,174
09	63,646	71,849
10	64,264	72,521
11	64,883	72,952
12	65,499	73,919
13	65,636	74,610
14	66,303	75,369
15	66,911	76,060
16	67,360	76,571
17	67,982	77,280
18	68,604	77,986
19	69,166	78,624
20	69,788	79,332
21	70,431	80,062
22	71,004	80,714
23	71,642	81,439
24	72,278	82,163
25	72,852	82,816
26	73,502	83,555

## **ADDENDUM C SECONDARY EMPLOYMENT**

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

***Re: Secondary Employment***

Dear President Fickus:

This letter will affirm our agreement in principle, to allow members of FOP, Unit I and Unit II to engage in secondary employment in uniform and armed with the issued service weapon within the limits of Baltimore City. The Police Commissioner shall exercise sole authority to determine whether, in all circumstances, each individual employment in which the uniform is to be worn should be permitted, based upon, but not limited to, the type of work, the suitability of the employer, and the number of scheduled hours the members will devote to the employment, in compliance with department policy and other operational considerations. A member may work in approved secondary employment not to exceed thirty-two (32) hours per week. No more than twenty (20) of those hours shall be worked in assignments outside those administered by the Overtime Unit unless the remaining 12 hours of City Secondary are not available, in which case the member may work up to the 32 hour limit without restriction. The Police Commissioner may authorize other approved secondary not subject to the twenty (20) hour limit such as hotels, hospitals, and schools.

During a week where the member is off five (5) or more leave days, other than medical leave, a member shall not work more than forty (40) hours of approved secondary employment.

The Police Commissioner reserves the right to revoke permission previously granted at any time. The decision of the Police Commissioner in these matters shall be final and not subject to grievance procedures set forth in any collective bargaining agreements.

The guidelines set forth in General Order (GO 6-90) shall govern the terms of this policy, based on recommendations of a committee comprised of my designees and members of the FOP, Lodge #3.

Sincerely,

Accepted for the Fraternal Order of Police:

Leonard D. Hamm  
Acting Commissioner

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Daniel J. Fickus, President

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cc: Sean R. Malone

Deborah F. Moore-Carter

Kenneth L. Blackwell

Edward E. Ambrose

**ADDENDUM D**  
***PERMANENT MIDNIGHT SHIFTS***

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge No. 3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

***Re: Permanent Midnight Shifts***

Dear President Fickus:

This will affirm our agreement that the Department will continue the ongoing permanent midnight shifts within the Patrol Division.

Permanent midnight shifts will be staffed primarily by volunteers (minimum of 50% for Unit II). This requirement does not apply to trainees while still assigned to the Education and Training Division. The Department agrees to announce vacancies on these shifts using Teletype and/or posted notice and, where consistent with operational needs, to permit voluntary transfers to accommodate volunteers.

Volunteers must be willing to serve for six months on a permanent midnight shift assignment, to be determined by seniority and approval of the District Commander on a case-by-case basis. Any involuntary assignment required to make up the midnight shift shall be made on the basis of seniority, the least senior member being assigned first. In the event of hardship the determination will be made by the District Commander on a case-by-case basis.

Subject to the conditions stated above, the Police Commissioner will exercise sole authority as to the full implementation and/or continuance of permanent midnight shifts. At least thirty days prior to the effective date, any decision to terminate permanent midnight shifts and the cause therefore will be communicated to the bargaining unit and any affected personnel.

Sincerely,

Accepted for the Fraternal Order of Police:

Leonard D. Hamm  
Acting Commissioner

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Daniel J. Fickus, President

LDH/SRM/IW/FOP2 FY 2004.doc

cc: Sean R. Malone  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM E**  
**ADMINISTRATIVELY CLOSED I.A.D. CASES**

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

***Re: Administratively Closed I.A.D. Cases***

Dear President Fickus:

Effective July 1, 2003, in instances where the Legal Affairs Division makes a recommendation to administratively close a sustained case, such case shall be brought before a Departmental Hearing Board or other administrative process as determined appropriate by the Police Commissioner, and dismissed as not viable for prosecution. Cases so dismissed will result in all related charges previously sustained by I.A.D. to revert to a non-sustained finding upon dismissal. The non-sustained charges would then be subject to the expungement provisions of the Law Enforcement Officers' Bill of Rights (LEOBR).

Cases so closed within the five year period immediately preceding the effective date of this Agreement, may be considered for dismissal pursuant to the above procedures provided the member makes written application on a form provided by the Department. The Department will consider requests to close cases beyond the five-year period on a case-by-case basis. The Police Commissioner reserves the right to suspend this review process in the event the process creates an administrative burden which impedes the effective operation of the Divisions, Sections, or Units involved. In the event the process is suspended, the parties shall meet and confer to find a reasonable solution to the administrative issues and resume the process as determined appropriate by mutual agreement.

Sincerely,

Leonard D. Hamm  
Acting Commissioner

Accepted for the Fraternal Order of Police:

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Daniel J. Fickus, President

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cc: Sean R. Malone  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM F**  
**REASONABLE SUSPICION FOR DRUG TESTING WHILE**  
**INVESTIGATING CASES OF DEADLY FORCE**

November 29, 2004

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

*Re: Reasonable Suspicion for Drug Testing While Investigating Cases Of Deadly Force*

Dear President Fickus:

In the event that a member shall be investigated for an on-duty use of deadly force, (including but not limited to discharging of a firearm), the member shall not be required to submit to drug screening and/or alcohol testing unless there is reasonable suspicion to believe the member acted under the influence of drugs and/or alcohol. Changes in this standard are reserved to the Police Commissioner and may be changed at his discretion.

Sincerely,

Leonard D. Hamm  
Acting Commissioner

Accepted for the Fraternal Order of Police:

---

Daniel J. Fickus, President

LDH/SRM/lw/FOP2 FY 2004.doc

cc: Sean R. Malone  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM G**  
***PAYMENT FOR COURT APPEARANCES (Retired Police Officers)***

November 29, 2004

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

***Re: Payment For Court Appearances (Retired Police Officers)***

Dear President Fickus:

When a retired member is summoned by a court, within one (1) year from the member's retirement date, to appear and give testimony in a matter arising within the scope of his employment while the retiree was an active Baltimore Police Officer, such retiree shall be paid a flat rate of \$50 as compensation for all time spent. The retiree may be required to present proof of attendance satisfactory to the Agency prior to payment.

Sincerely,

Leonard D. Hamm  
Acting Commissioner

Accepted for the Fraternal Order of Police:

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Daniel J. Fickus, President

LDH/SRM/lw/FOP2 FY 2004.doc

cc: Sean R. Malone  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose



**ADDENDUM H**  
**LEAVE FOR LODGE REPRESENTATIVES**

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

***Re: Leave for Lodge Representatives***

Dear President Fickus:

The purpose of this correspondence is to set forth the understanding reached between the Police Department and the Fraternal Order of Police (FOP) with regard to leave for Lodge Representatives:

In addition to the provisions of Article 21, two members of Baltimore City Lodge #3 Fraternal Order of Police, Incorporated as designated by the President shall be granted full time leave of absence from their duties for the Police Department, mandated in-service training excepted, but shall remain on the payroll of the Police Department for the purpose of performing full-time duties on behalf of the Lodge. During such leave, the members shall continue to accumulate seniority and shall receive all benefits as if they were fully on duty including, but not limited to, pension accruals and fringe benefits. This memorandum supercedes any other prior agreements, written or verbal regarding full time leave for Lodge Representatives.

I reserve the right to revoke the release of the two members upon a 30-day written notice to the Lodge.

Please acknowledge your concurrence with this understanding by signing below and returning a signed copy to me.

Sincerely,

Leonard D. Hamm  
Acting Commissioner

Accepted for the Fraternal Order of Police:

---

Daniel J. Fickus, President

LDH/SRM/lw/FOP2 FY 2004.doc

cc: Sean R. Malone  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM I**  
***BREAKING TIES FOR PROMOTIONS***

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

***Re: Breaking Ties for Promotions***

Dear President Fickus:

This will affirm our agreement that the Department will support an FOP's initiative to change the current system of breaking ties for promotions to a system where ties are resolved in favor of the candidate with the greatest seniority.

Sincerely,

Leonard Hamm  
Acting Police Commissioner

Accepted for the Fraternal Order of Police:

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Daniel J. Fickus, President

SRM/DFMC/lw/FOP2 FY 2004.doc

cc: Sean R. Malone  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM J**  
***UNIT II OVERTIME PROVISIONS – FLSA SETTLEMENT***

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

***Re: Unit II Overtime Provisions – FLSA Settlement***

Dear President Fickus:

This will affirm the Department's commitment to make the Department's overtime policy conform with the terms reached in the settlement of the FLSA litigation.

The Department will amend its policies regarding overtime payment for Sergeants and Lieutenants in a manner consistent with the terms and conditions of the settlement above referenced lawsuit.

Sincerely,

Leonard D. Hamm  
Acting Commissioner

Accepted for the Fraternal Order of Police:

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Daniel J. Fickus, President

SRM/DFMC/lw/FOP2 FY 2001.doc

cc: Sean R. Malone  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM K**  
***CHANGING EXISTING HEALTH BENEFITS (PPN)***

Police Agent Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

***Re: Changing Existing Health Benefits (PPN)***

Dear President Fickus:

It is agreed that if the City decides to change from the existing PPN provider to a new provider during the term of this Agreement, the plan provided by new provider will include substantially similar benefits as the existing PPN Plan. In determining whether the plans are substantially similar the plans as a whole shall be examined.

Sincerely,

Sean R. Malone  
Labor Commissioner

Accepted for the Fraternal Order of Police:

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Daniel J. Fickus, President

SRM/DFMC/lw/FOP2 FY 2004.doc

cc: Leonard D.Hamm  
Elliott Wheelan  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM L**  
**NEGOTIATED HEALTH AND WELFARE BENEFITS**  
**(Other Bargaining Units)**

Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

*Re: Negotiated Health and Welfare Benefits (Other Bargaining Units)*

Dear President Fickus:

The members of Units I and II of Baltimore City Lodge No. 3, Fraternal Order of Police, Inc, shall not receive health and welfare benefits that are less favorable than those subsequently obtained by another bargaining unit in the City of Baltimore. Health and Welfare benefits include, but are not limited to, terms and conditions of coverage, amount of monthly premium, deductibles, co-pays, prescription costs and the employee's share of the monthly premiums. If another bargaining unit obtains more favorable health and welfare benefits as defined herein, the members of Units I and II will be offered the more favorable health and welfare benefits. If the monthly premium, co-pays, deductibles, prescription costs, and employee's share of the monthly premium subsequently obtained by another bargaining unit are less than the amounts paid by members of this bargaining unit for their health and welfare plan, then in that event, the members of this bargaining unit shall pay the equivalent lesser amount.

Sincerely,

Sean R. Malone  
Labor Commissioner

Accepted for the Fraternal Order of Police:

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Daniel Fickus, President

SRM/DFMC/lwmcn/FOP1 2005-07

cc: Leonard D. Hamm  
Elliott Wheelan  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADENDUM M**  
**IMPACT OF THE FAILURE TO PAY NEGOTIATED PAY RAISES**

Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

November 29, 2004

*Re: Impact of the Failure to Pay Negotiated Pay Raises*

Dear President Fickus:

In the event that the Employer fails to pay any of the negotiated pay raises due the members in Units I and II effective January 1, 2005 or January 1, 2006 or January 1, 2007, said failure shall result in the employee's contribution to the cost of health benefits to revert to 15% for Blue Cross/Blue Shield Health and Welfare (PPN and Traditional Plans) with no cost for those employees who are members of a Health Maintenance Organization (HMO).

Sincerely,

Sean R. Malone  
Labor Commissioner

Accepted for the Fraternal Order of Police:

---

Daniel Fickus, President

SRM/DFMC/lwmcn/FOP1 2005-07

cc: Leonard D. Hamm  
Elliott Wheelan  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM N**  
**WAGE REOPENER**

November 29, 2004

Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

***Re: Wage Reopener***

Dear President Fickus:

In the event that the Employer shall fail to pay any of the negotiated pay raises due the members of Units I and II effective January 1, 2005, January 1, 2006 or January 1, 2007, the Memorandum of Understanding covering Units I and II will be reopened for the sole purpose of negotiating wage increases.

Sincerely,

Sean R. Malone  
Labor Commissioner

Accepted for the Fraternal Order of Police:

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Daniel Fickus, President

SRM/DFMC/lwmcn/FOP1 2005-07

cc: Leonard D. Hamm  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose

**ADDENDUM O**  
**NO LAYOFF CLAUSE**

November 29, 2004

Daniel J. Fickus, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

*Re: No Layoff Clause*

Dear President Fickus:

Notwithstanding the language in Article 27, Layoffs, paragraph F of the Memorandum of Understanding, the Police Commissioner reserves the right to utilize the special provisions in accordance with the Baltimore City Code, Article 22, Sec. 34(K)(2).

Sincerely,

Leonard D. Hamm  
Acting Commissioner

Accepted for the Fraternal Order of Police:

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Daniel Fickus, President

LDH/SRM/DFMC/lwmcn/FOP1 2005-07

cc: Sean R. Malone  
Deborah F. Moore-Carter  
Kenneth L. Blackwell  
Edward E. Ambrose